

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent		07/16/2012	Banking institution:

RECEIVING PARTY DATA

Name:	SUGARTOWN WORLDWIDE LLC
Street Address:	222 Piedmont Avenue
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	3381754	L
Serial Number:	77660444	LEAD A COLORFUL LIFE
Registration Number:	3097505	LILLY
Registration Number:	3587781	LILLY. PULITZER
Registration Number:	3587782	LILLY. PULITZER
Registration Number:	1935880	LILLY PULITZER
Registration Number:	2880228	LILLY PULITZER
Registration Number:	3587777	LILLY PULITZER
Registration Number:	2805133	LILLY PULITZER
Registration Number:	2669416	LILLY PULITZER
Registration Number:	2152933	LILLY PULITZER
Registration Number:	1157374	LILLY PULITZER
Registration Number:	3495970	LILLY PULITZER
Registration Number:	1880248	LILLY PULITZER

**TRADEMARK**

Registration Number:	1990353	LILLY PULITZER
Registration Number:	1926195	LILLY PULITZER
Registration Number:	3620844	LILLY PULITZER
Registration Number:	3686520	LILLY PULITZER
Serial Number:	77631417	LILLY PULITZER
Registration Number:	3612987	LILLY PULITZER
Registration Number:	3841879	LILLY PULITZER
Registration Number:	3767860	LILLY PULITZER
Registration Number:	3612988	LILLY PULITZER
Registration Number:	3841880	LILLY PULITZER
Serial Number:	77141575	LILLY PULITZER
Serial Number:	77141583	LILLY PULITZER
Registration Number:	3686521	LILLY PULITZER
Registration Number:	3850377	LILLY PULITZER
Registration Number:	3689809	LILLY PULITZER
Serial Number:	77660499	LP LP
Registration Number:	3588928	L
Serial Number:	77631541	L
Serial Number:	78980357	L
Serial Number:	77335405	WEAR IT WELL
Serial Number:	77660385	XX LILLY
Registration Number:	3403882	

**CORRESPONDENCE DATA**

Fax Number: 4048152424  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 404-815-2231  
Email: carolfraser@paulhastings.com  
Correspondent Name: Carol Fraser, Corporate Paralegal  
Address Line 1: 600 Peachtree Street, NE  
Address Line 2: Paul Hastings, LLC  
Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Carol Fraser
Signature:	//Carol Fraser//
Date:	07/24/2012

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**TRADEMARK RELEASE**

This TRADEMARK RELEASE (this "Release") is made as of July 16, 2012 by U.S. Bank National Association, as Collateral Agent ("Agent").

WITNESSETH:

WHEREAS, Sugartown Worldwide LLC ("Grantor") and Agent, are parties to that certain Trademark Security Agreement dated as of December 31, 2010 (as amended, modified and supplemented from time to time, the "Trademark Security Agreement"; capitalized terms used herein but not otherwise defined shall have the respective meanings ascribed to them in the Trademark Security Agreement), pursuant to which Grantor granted a security interest to Agent in, among other things, in that certain trademark set forth on Schedule 1 attached hereto (the "Released Trademark");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 004458/Frame 0092; and

WHEREAS, Grantor has requested Agent release its lien on the Released Trademark and Agent has agreed to do so;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby releases any and all claims, liens, security interests and other encumbrances to or on the Released Trademark arising under the Trademark Security Agreement.

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IN WITNESS WHEREOF, Agent has caused this Trademark Release to be duly executed by its duly authorized officer as of the day and year first above written.

U.S. BANK NATIONAL ASSOCIATION, as  
Collateral Agent

By:   
Name: Muriel Shaw  
Title: Assistant Vice President

[Signature Page to Trademark Release]

**SCHEDULE 1**  
**to**  
**Trademark Release**

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**TRADEMARK**  
**REEL: 004828 FRAME: 0238**

Schedule I

U.S. Trademarks and U.S. Trademark Licenses

Mark	Country	App. No. Filing Date	Reg. No. Issue Date	Status	Class
L (Stylized)	United States	78/649,054 6/13/05	3,381,754 02/12/08	Section 8/15 Due 02/12/14	35
LEAD A COLORFUL LIFE	United States	77/660,444 01/30/09		Affidavit Of Use or Extension of Time 01/12/11	18 25 35
LILLY	United States	78/516,002 11/12/04	3,097,505 5/30/06	Section 8 & 15 5/30/12 Renewal 5/30/16	32
LILLY PULITZER & Palm Tree Design	United States	77/141,431 3/27/07	3,587,781 03/10/09	Section 8/15 Due 03/10/15	24
LILLY PULITZER & Palm Tree Design	United States	77/141,448 3/27/07	3,587,782 03/10/09	Section 8/15 Due 03/10/15	35
LILLY PULITZER (Stylized)	United States	74/428,275 8/24/93	1,935,880 11/14/95	Next Renewal & Section 8 Due 11/14/15	18 25
LILLY PULITZER (word)	United States	78/124,827 4/29/02	2,880,228 8/31/04	Section 8/15 - GP Expires 02/28/11  1st Renewal 08/13/14	14
LILLY PULITZER (word)	United States	77/140,111 3/26/07	3,587,777 03/10/09	Section 8/15 Due 03/10/15	24
LILLY PULITZER (word)	United States	75/628,175 1/27/99	2,805,133 1/13/04	1st Renewal 01/13/14	24
LILLY PULITZER (word)	United States	75/434,990 2/17/98	2,669,416 12/31/02	Next Renewal & Section 8 Due 12/31/12	24
LILLY PULITZER (word)	United States	75/100,683 5/7/96	2,152,933 4/21/98	Next Renewal & Section 8 Due 04/21/18	25
LILLY PULITZER (word)	United States	73/171,134 5/19/78	1,157,374 6/9/81	Next Renewal & Section 8 Due 06/09/11	25
LILLY PULITZER (word)	United States	78/516,016 11/12/04	3,495,970 9/2/08	Section 8/15 Due 09/02/14	32

Mark	Country	App. No. Filing Date	Reg. No. Issue Date	Status	Class
LILLY PULITZER (word)	United States	74/233,647 12/24/91	1,880,248 2/21/95	Next Renewal & Section 8 Due 02/21/15	42
LILLY PULITZER (word)	United States	74/552,003 7/21/94	1,990,353 7/30/96	Next Renewal & Section 8 Due 07/30/16	16 18 20 25
LILLY PULITZER (word)	United States	74/802,617 7/22/93	1,926,195 10/10/95	Next Renewal & Section 8 Due 10/10/15	18 25
LILLY PULITZER (word) (child)	United States	77/976,910 10/6/06	3,620,844 05/12/09	Section 8/15 Due 05/12/15	3 9
LILLY PULITZER New Signature	United States	77/141,495 3/27/07	3,686,520 09/22/09	Section 8/15 Due 09/22/15	3
LILLY PULITZER New Signature	United States	77/631,417 12/11/08	N/A	Affidavit of Use Due 01/26/11	4
LILLY PULITZER New Signature	United States	77/141,508 3/27/07	3,612,987 4/28/2009	Section 8/15 Due 04/28/15	9
LILLY PULITZER New Signature	United States	77/141,520 3/27/07	3,841,879 8/31/10	Section 8/15 Due 8/31/16	14
LILLY PULITZER New Signature	United States	77/141,538 3/27/07	3,767,860 3/30/10	Section 8/15 Due 03/30/16	16
LILLY PULITZER New Signature	United States	77/141,547 3/27/07	3,612,988 4/28/2009	Section 8/15 Due 04/28/15	18
LILLY PULITZER New Signature	United States	77/141,564 3/27/07	3,841,880 8/31/10	Section 8/15 Due 8/31/16	20
LILLY PULITZER New Signature	United States	77/141,575 3/27/07	n/a	Statement of Use Due (4th) 01/01/11	21
LILLY PULITZER New Signature	United States	77/141,583 3/27/07	n/a	Statement of Use Due (4th) 01/01/11	24
LILLY PULITZER New Signature	United States	77/141,593 3/27/07	3,686,521 9/22/09	Section 8/15 Due 09/22/15	25
LILLY PULITZER New Signature	United States	77/142,142 3/27/07	3,850,377 9/21/10	Section 8/15 Due 9/21/16	27
LILLY PULITZER New Signature	United States	77/142,148 3/27/07	3,689,809 9/29/09	Section 8/15 Due 09/29/15	35
LP LP Monogram Design	United States	77/660,499 1/30/2009	n/a	Affidavit of Use of Extension of Time 1/19/11	18 25 35



Mark	Country	App. No. Filing Date	Reg. No. Issue Date	Status	Class
Palm L Design (parent file)	United States	78/451,699 7/16/04	3,588,928 03/10/09	Section 8/15 Due 03/10/15	3 9 25
Palm L Design	United States	77/631,541 12/11/08	n/a	Affidavit of Use Due 01/26/11	4
Palm L Design (child application)	United States	78/980,357 7/16/04	3,469,834 07/15/08	Section 8/15 Due 07/15/14	25
Retail Door Design	United States	78/649,034 6/13/05	3403882 03/25/2008	Section 8 Due 03/25/14	35
WEAR IT WELL!	United States	77/335,405 11/21/07	3,673,768 8/25/09	Section 8/15 Due 08/25/15	25
XX LILLY (word mark)	United States	77/660,385 01/30/09	n/a	Affidavit of Use Due 01/26/11	18 25 35

1. License Agreement, dated April 4, 2007, between Sugartown Worldwide, Inc. and Carole Hochman Design Group, as amended by the First Addendum to April 4, 2007 Agreement, dated April 4, 2007, between Sugartown Worldwide, Inc. and Carole Hochman Design Group and the Third Addendum to April 4, 2007 Agreement, dated October 28, 2010, between Sugartown Worldwide, Inc. and Carole Hochman Design Group.
2. License Agreement, dated April 2, 2010, between Sugartown Worldwide, Inc. and Designer Bride, Inc.
3. License Agreement, dated January 8, 2010, between Sugartown Worldwide, Inc., HFI Brands, Inc. and Outlook International Limited.
4. License Agreement, dated April 18, 2007, between Sugartown Worldwide, Inc. and Kenmark Optical, Inc.
5. License Agreement, dated July 22, 2009, between Sugartown Worldwide, Inc. and Brand Science, LLC, as amended by letter agreement, dated July 22, 2009, among Sugartown Worldwide, Inc., Brand Science, LLC and Wells Fargo Trade Capital Services, Inc.
6. License Agreement, dated January 22, 2008, between Sugartown Worldwide, Inc. and Lifeguard Press, Inc.
7. License Agreement, dated September 9, 2009, between Sugartown Worldwide, Inc. and Kravet, Inc.
8. Agreement, dated May 21, 2009, between Sugartown Worldwide, Inc. and Garnet Hill, Inc.
9. License Agreement, dated November 16, 2010, between Sugartown Worldwide, Inc. and Barnes & Noble, Inc.

10. Buying Agency Agreement, dated August 12, 2009, between Sugartown Worldwide, Inc. and Direct QA (HK) Ltd.
11. Buying Agency Agreement, dated March 22, 2006, between Sugartown Worldwide, Inc. and Linmark Development (BVI) Limited.
12. Buying Agency Agreement, dated August 24, 1998, between Sugartown Worldwide, Inc. and ATA International.
13. Buying Agency Agreement, dated April 6, 2006, between Sugartown Worldwide, Inc. and EDPA USA, Inc.
14. Buying Agency Agreement, dated December 26, 2001, between Sugartown Worldwide, Inc. and H&M Tex S.A.C.
15. Buying Agency Agreement, dated July 15, 1993, between Sugartown Worldwide, Inc. and C.H.A. Design Export (H.K.), Ltd., as amended.
16. Services Agreement, dated March 24, 2008, between Sugartown Worldwide, Inc. and Venda, Inc.

Lilly Pulitzer® Trademark License Agreements

Name of Licensee	Date of Lilly Pulitzer® Trademark License Agreements
The Pink Paddock Boutique	September 9, 2009
The Pink Palm LLC	Undated
Sandestin Reef and Beach Resort, LLC DBA Barefoot Princess	September 21, 2009
Sandestin Golf and Beach Resort, LLC DBA Barefoot Princess	September 21, 2009
The Colorful Gator, LLC	January 5, 2010
Three Sisters of Palm Beach	August 25, 2009
Three Sisters of Naples	August 25, 2009
Three Sisters of Delray Beach	August 25, 2009
Cabana	November 12, 2009
Cloister Collection Ltd.	September 1, 2009
E. A. Davis	August 25, 2009
Hithomas Inc. DBA The Island	November 10, 2009
The Joggling Board	August 28, 2009
Lady Bird	September 15, 2009
Lazy Daisy	August 28, 2009

<u>Name of Licensee</u>	<u>Date of Lilly Pulitzer® Trademark License Agreements</u>
Knock at the Door LLC d/b/a Leapin Lizards	November 11, 2009
Aoife's Closet LLC DBA Life's a Beach	November 13, 2009
Lillie Alexander, LTD	Undated
Lillie Alexander, LTD	September 29, 2010
Melly	November 13, 2009
Mint Julep	November 10, 2009
Ocean Palm VA Beach WRB Ventures, Inc.	November 12, 2009
Ocean Palm Williamsburg WRB Ventures, Inc.	November 12, 2009
Rebecca Byrd, Inc. d/b/a Palm Avenue	November 21, 2009
Rebecca Byrd, Inc. d/b/a Palm Avenue	November 21, 2009
Rebecca Byrd, Inc. d/b/a Palm Avenue	November 21, 2009
Rebecca Byrd, Inc. d/b/a Palm Avenue	November 21, 2009
Palm Garden II	November 10, 2009
The Palm on Park LLC	August 28, 2009
Palm Place	December 16, 2009
Palm Place	December 16, 2009
L.M.P. - Asheville, Inc.	June 15, 2010
The Peppermint Palm II LLC	September 11, 2009
The Peppermint Palm II LLC	September 11, 2009
Princess Leopard Print, LLC	January 1, 2010
Pink Bee	November 9, 2009
Pink Boulevard, Inc.	August 28, 2009
Annapolis, The Pink Crab	January 20, 2010
The Pink Door	August 28, 2009
Anjoda Inc. DBA Pink Link	January 6, 2010
J&L Retail dba Pink Magnolia	August 28, 2009
Pink on Main	November 10, 2009
POTP LTD.	September 15, 2009
Pink Palm	September 2, 2009
Pink Palm	November 10, 2009
Pink Palm	November 10, 2009
The Pink Palm Tampa, Inc.	August 31, 2009
Koch ENT DBA The Pink Pineapple	November 12, 2009
Pink Sorbet	September 1, 2009

<u>Name of Licensee</u>	<u>Date of Lilly Pulitzer® Trademark License Agreements</u>
Pink Tangerine LLC	October 9, 2009
S M Bradford Co.	August 1, 2009
Splash of Pink	November 17, 2009
Tickled Pink, LLC	January 8, 2010